

USER'S MANUAL

CONTENTS

C	onter	nts		3
L	Int	roduction		7
2	Sys	stem requirements	•	9
3	Gan	ne installation/uninstallation	1	3
	3.1	Installation	1	1 3
	3.2	Start	1	1 6
	3.3	Remove	1	1 7
	3.4	Set up DirectX 8.0	1	1 7
	3.5	View readme file	1	1 7
	3.6	Buka web-site	1	17
	3.7	G5 Software web-site	1	17
	3.8	Red Shark web-site	1	1 8
	3.9	Exit	1	1 8
1	Me	nu	2	1
	4.1	Main menu	2	2 1
	4.3	Mission status screen	2	2 5
5	Gar	me screen	2	9
	5.1	Мар	2	2 9
	5.2	Selected target window	2	2 9
	5.3	Radar	3	3 (
	5.5	Altimeter scale	3	3 (
	5.6	Damage indicator	3	3 (
	5.7	Weapons selector	3	3 1
	5.8	Target designator	3	3 1
	5.9	Weapon sight	3	3 1

	5.10 Helicopter 3	3 2
6	Controls 3	5
	5.1 Mouse	3 5
	.2 Joystick	3 5
	.3 Keyboard	3 5
	5.3.1 WASD keys option	8 6
	3.3.2 Arrow keys option	3 6
	3.3.3 Additional commands	3 6
7	Whom to fight	9
8	Whom to support 4	5
9	Your helicopter weapon systems 4	7
1	Hints and tips 4	9
1	Technical support 5	1
1	Troubleshooting5	3
1	Credits 5	7
1	End User License Agreement 6	1

INTRODUCTION



1 Introduction

In 2010, scientists, working in top secret Russian laboratories succeeded in developing a fully functional model of time machine. Using this device they could send various objects and even human beings back in time.

In 2011 a secret "Red Shark" project was launched closely supervised and guarded by Russian secret services. The purpose of this project was to accomplish the so-called "controlled correction" of history. World War II period was selected as a test ground. Historians provided data as to what historical events had disastrous consequences while military developed strategies on how to modify those events to achieve desired results.

The instrument used to effect the changes is the latest attack helicopter, which is sent back in time on special missions. This state-of-the-art attack helicopter is indeed a very formidable war machine back in the 1940s. Whatever its capabilities though, the helicopter has to fight alone against an army of enemy military machines and troops.

Only a well-trained pilot who is willing to risk his life can accomplish those missions. Are you ready to take that risk?

Man was always enchanted by the idea of flying. Perhaps, there isn't a child living who does not dream of soaring up in the sky. As we grow older, some of us lose some of our yearning to fly, others, on the contrary, begin to feel it more acutely, but what unites us all is that we end up wishing not only to fly, but to fly with a heavy machine gun at the ready. As we struggle to realize our dream, we encounter a lot of almost insuperable obstacles: military service, training in a flight school, dire shortage of used helicopter gunships that one can buy for one's personal use and poor financing of our national Airforce. No wonder only very few of us ever succeed in making the dream come true.



In creating this game, we tried to make you feel like a military helicopter pilot feels without the accompanying bother of studying rotocraft control theory or enemy aircraft engagement manuals. Our purpose was to make a simulator, which simulates not enormously complicated flight physics but a sense of enjoyment and exhilaration you get from flying a well-armed and beautiful (which is of no little significance) state-of-the-art attack helicopter. How successful we've been in this is for you to decide.

2 SYSTEM REQUIREMENTS

2nd generation video card is required. 1st generation video cards are not supported.

Picture quality with VOODOO 3 card will be somewhat inferior as compared to that of other video cards.

S3 Trio 3D and S3 Virge video cards are not supported.

- Operating system: Microsoft Windows 98/Me/2000
- CPU: Intel Celeron 350 Intel Pentium III 500 recommended
- RAM: 64 MB, 128 MB recommended
- Video: DirectX-compatible video-card, nVidia Riva TNT 16MB or equal, nVidia Riva TNT 2 32MB or equal recommended
- Free space on hard disk: 320 MB, 450 MB recommended
- Sound: DirectX-compatible sound card
- CD-ROM: 8x
- Microsoft DirectX 7.0 or higher
- Game control: keyboard, mouse
- The game may not run with CD-R, CD-RW, DVD-ROM.

The game has been successfully tested with the following video cards/drivers:

■ nVidia Riva TNT

Windows 9x/Me: Reference detonator 6.50 Windows 2000: Reference detonator 6.50 http://www.nvidia.com/view.asp?PAGE=drivers

■ nVidia Riva TNT2

Windows 9x/Me: Reference detonator 14.10 Windows 2000: Reference detonator 14.10 http://www.nvidia.com/view.asp?PAGE=drivers

nVidia GeForce 256

Windows 9x/Me: Reference detonator 14.10 Windows 2000: Reference detonator 14.10 http://www.nyidia.com/view.asp?PAGE=drivers

■ nVidia GeForce2 MX / nVidia GeForce 2 GTS

Windows 9x/Me: Reference WHQL detonator 14.10 Windows 2000: Reference WHQL detonator 14.10 http://www.nvidia.com/view.asp?PAGE=drivers

■ ATI Radeon

Windows 9x/Me: ATI driver 4.13.7189 Windows 2000: ATI driver 5.13.01.3281 http://support.atitech.ca/drivers/drivers.html

■ 3Dfx Voodoo 5 5500

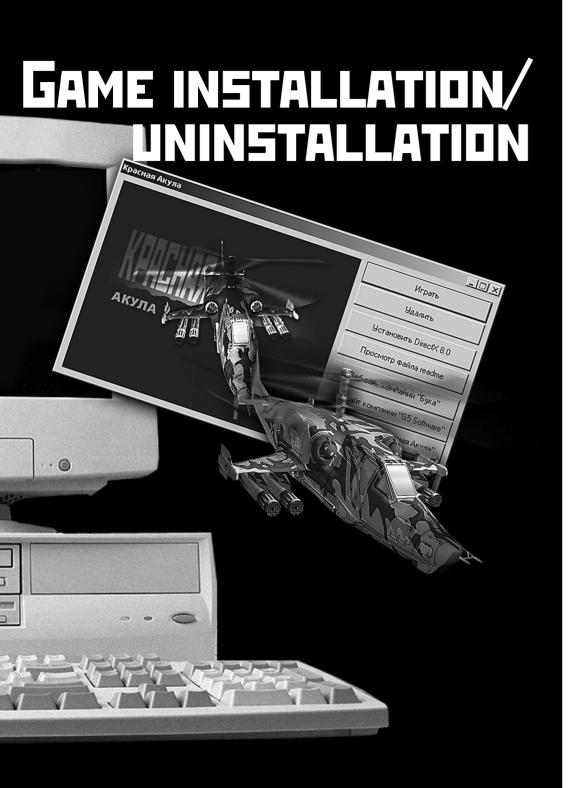
Windows 9x/Me: 3DFx WHQL driver 1.04.00 Windows 2000: 3DFx WHQL driver 1.04.00 http://www.voodoofiles.com/type.asp?cat id=0

■ 3Dfx Voodoo 3 3000

Windows 9x/Me: 3Dfx WHQL driver 1.07.00 Windows 2000: 3Dfx WHQL driver 1.07.00 http://www.voodoofiles.com/type.asp?cat id=0

■ Matrox G400/G450

Windows 9x/Me: Matrox driver 6.72.016 Windows 2000: Matrox driver 5.72.021 http://www.matrox.com/mga/drivers/home.htm



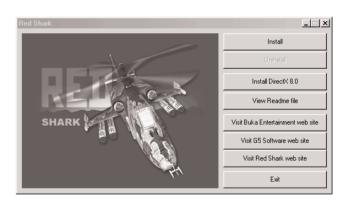


Fig.1.
Red Shark setup program dialog and menu

Fig. 2.

License agreement



3 GAME INSTALLATION/

Fig. 3.
Choosing
installation type
and folder



UNINSTALLATION

Before proceeding with installation, make sure that your system meets the minimum system requirements and there is enough free space on your hard disk.

To install the game, insert the Red Shark compact disc into your CD-ROM drive. If your computer supports the Autostart function, the setup menu will appear. If there is no setup menu, you will have to start the setup program manually. Just click My Computer icon on your Windows desktop and then click

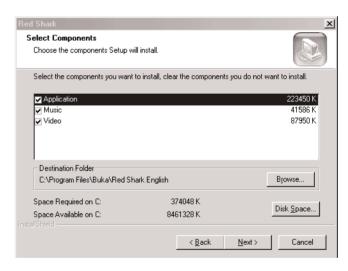


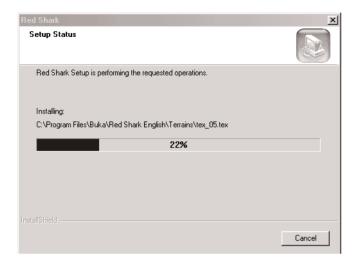
Fig. 4.

Custom
installation menu

the $\mbox{CD-ROM}\mbox{ drive}$ button so that the setup menu appears. (Fig. 1).

There are the following items in the setup program:

Fig. 5.
Copying the files on your hard disk

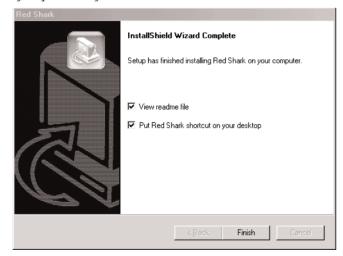


3.1 Installation

When you click the **Install** button, the InstallShield® Wizard program starts that will copy the game to your hard disk. First, the program offers to install Red Shark on your hard disk. If you agree, click the **Next** button. After that, the License Agreement window appears (Fig. 2). To install the game you must agree to all the conditions of this License

Fig. 6.

File copying is finished. You must read the Readme file before completing the installation.



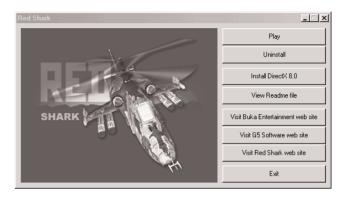


Fig.7.

Red Shark installation program dialog and menu after installation of the game.

Agreement. Read the text carefully and click Yes if you do agree. Then the program offers to choose the type of installation and name of the folder where you wish the game installed (Fig. 3). We recommend "Standard" installation.

3.1.1 Standard

Only code and music are installed. Video clips are played from the compact disc. $\,$

3.1.2 Minimum

Only game code is installed. Video and music are played from the compact disc.

3.1.3 Custom

Using this option you may choose which of the components to install, the rest will be played from the compact disc

After specifying installation type and folder, click Next. A file copying window appears on the screen and the program starts to copy the files on your hard disk (Fig. 5). You can stop the process at any moment by clicking Cancel. When the copying is finished, the program informs you that the installation has been completed and offers to read the Readme file (Fig. 6). This file contains the latest information concerning

game installation and starting which has not yet been reflected in this manual and we strongly recommend you to read this file. When you click **Done**, the Readme file opens and on the screen once again appears installation program dialog and menu. **Start** and **Remove** buttons in this menu are now available for use (Fig. 7).

3.2 Start

This menu item becomes available after game installation. Click Start to start the game.

3.3 Remove

This menu item becomes available after game installation. Click Remove to remove previously installed game from your hard disk.

3.4 Set up DirectX 8.0

For the game to work properly you must have a Microsoft DirectX 7.0 or later version on your computer. If you do not have this program or have an older version, you must use this menu item to set up Microsoft DirectX 8.0

3.5 View readme file

Using this item you can view the Readme file containing the latest information about the game, which has not yet been included in this manual.

3.6 Buka web-site

If your computer has an Internet connection, you may visit the web-site of Buka - publisher of Red Shark.

3.7 G5 Software web-site

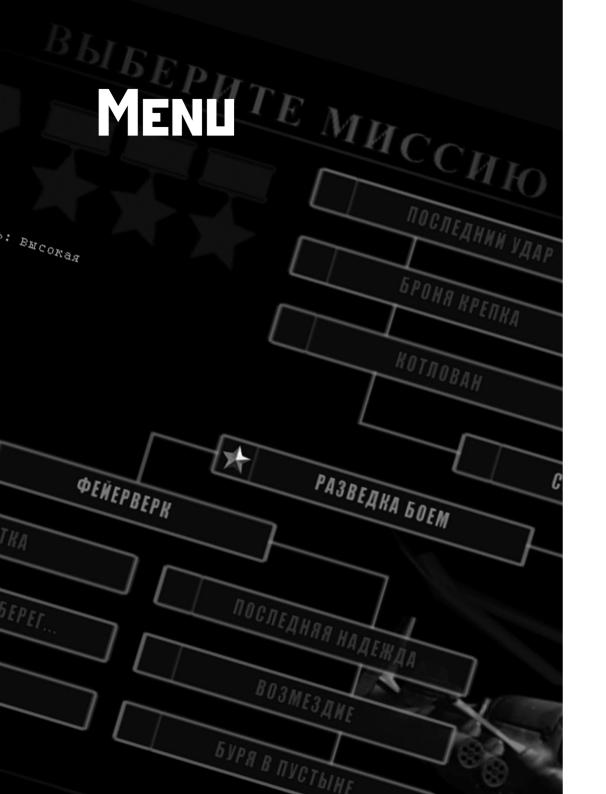
If you have access to the Internet you may visit the web-site of G5 Software - developer of Red Shark.

3.8 Red Shark web-site

If you have access to the Internet, you may visit the official Red Shark site where you may get all the latest information and news as well as communicate with other players of this game and contact its developers.

3.9 Exit

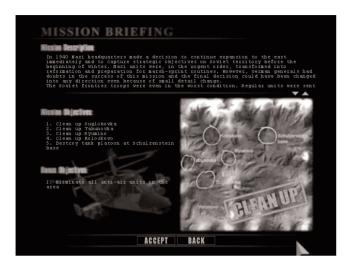
Use this item to leave the installation program and postpone the installation until a later time.





Mission briefing screen

Mission briefing screen



4 Menu

Anywhere in the menu the only function of the Back button is return to the previous menu section.

4.1 Main menu

4.1.1 Start the game!

Select a mission

This tree menu is used to select a mission. Right after game installation, only one - root mission is available. As you walk through the game, other missions will be opening to you. The available missions are illuminated and become even more brightly lit when you point at them. To select a mission, click its name.

The successful missions are marked with a sign showing the level of difficulty a particular mission was implemented at. When you successfully complete all the missions, you'll proba-

bly be decorated for your prowess depending on how difficult your missions were. Your decorations will be displayed in the left upper corner of the mission selection screen together with the current difficulty level, which you may change using the game settings menu.

Mission description

Here you can read a detailed description of the mission you are about to embark upon. We strongly recommend you to do this each time before you start a new mission.

Mission objectives

Here you can learn about mission objectives. To accomplish a mission and get access to the next missions, you must achieve all the objectives listed here.

Additional objectives

In this section you can learn about additional mission objectives. Mission success does not depend on whether or not you achieve these additional objectives - you may successfully walk through the game without ever attaining a single of the additional objectives.

Implement

Click this button to implement a mission.

4.1.2 Settings

Game

■ Difficulty

Changes game difficulty level. You may select one of four levels of difficulty: "Easy", "Normal", "Difficult" or "Nightmare".

Video

■ Select Video Device

If you have two video cards in your computer, here you can choose one of them.

■ Select Video Mode

Here you can select a required video mode.

■ Brightness

Using this slider, you can adjust picture brightness.

■ Forest rendering details

Using this control, you can adjust forest rendering details. Left position of the slider means minimum of details. Higher details require more powerful computer system.

■ Terrain rendering quality

Using this control, you can adjust terrain rendering quality. Left position of the regulator means the lowest quality. Higher quality requires more capable computer system.

■ 0k

Apply all the changes, you have made in the video settings and return to previous menu.

Cancel

Discard all the changes you have made in the video settings and return to previous menu.

Sound

Sound Volume

Using this control, you can adjust sound volume.

Game control

■ Select control device

Here you can choose a game control device you prefer. The default control device is mouse, but you can change it for a joystick if you have one.

■ Movement

Here you can set up helicopter movement control function.

■ Fire

Here you can set up fire control function.

■ Other

Here you can set up waypoint function, camera view and other functions.

■ Default arrow keys

Select arrow keys and nearby keys as the default control keys.

Default WASD keys

Select WASD keys as the default control keys.

■ Mouse Sensitivity

Here you can adjust your mouse sensitivity if it's used as a control device. If you use a joystick, this control won't have any effect.

4.1.3 Exit

You can leave the game using this.

4.2 Return to main menu

When playing, you can access mission menu by pressing ESC.

4.2.1 Return to main menu

Use this to interrupt a mission and return to the main menu.

4.2.2 Resume game

This allows you to continue playing after an interruption.

4.2.3 New mission

Use this to terminate a mission and start it all over again.

4.2.4 Settings

This menu is essentially the same as the Settings menu described in 4.1.2 with a few minor differences. You can't change video mode, forest details or terrain quality during a mission.

4.3 Mission status screen

You can access mission status screen during a mission by pressing F12 (at default settings). Mission status screen also appears after you achieve all main mission objectives but there are still some additional tasks to be carried out. When this window appears you can choose whether to continue with additional tasks or to conclude the mission.

4.3.1 Mission objectives

In Mission objectives section are listed all the main mission objectives. Each of them has its status shown: "Being carried out", "Failed", or "Accomplished". To successfully complete a mission, you must achieve all its objectives.

Mission success



4.3.2 Additional objectives

In Additional objectives section are listed all the additional mission objectives. Each of them has its status shown: "Being carried out", "Failed", or "Accomplished". Mission success does not depend whether or not you achieve any of the additional objectives.

4.3.3 Information

In this section is given additional information about current mission status.

4.3.4 Continue button

To continue a mission, click **Continue**. Mission status screen disappears and you may continue with your mission.

4.3.5 Conclude mission button

Conclude mission button is at first unavailable. It becomes available only when you achieve all main mission objectives. When this happens, you can use this button to conclude your mission.



Mission failure screen

4.4 Mission success screen

If you successfully carry out a mission, a mission success screen appears, which is an exact copy of mission status screen with added <code>Conclude</code> and <code>Start again</code> buttons.

4.4.1 Conclude

Click Conclude to leave the mission success screen and return to the mission selection menu where you can choose a next mission.



4.4.2 Start again

Click Start again if you want to go on this mission once again.



Game screen

4.5 Mission failure screen

If you fail to accomplish a mission, a mission failure screen appears, which is an exact copy of mission status screen with added <code>Conclude</code> and <code>Start again</code> buttons.



Click **Conclude** to leave the mission failure screen and return to the mission selection menu.





Map



Radar



4.5.2 Start again

Click **Start again** to try to implement this mission once again.

Navigation scale



Altimeter scale

homos banadanan banadanan banas

Damage indicator

5 GAME SCREEN



Weapons selector

5.1 Map

In the upper left corner of the game screen there is a local map showing your current position and flight direction as well as waypoints, pop-

5.2 Selected target window

ulated places and roads.

In the right upper corner of the screen there is a window showing, depending on the current circumstances, your helicopter, currently selected target, waypoint, flight of your missile or some other significant event.

5.3 Radar

Your helicopter is equipped with a radar system; the radar display is in the left lower corner. The objects detected by the radar system are displayed in different colors. Potentially dangerous objects are shown red, currently selected target - yellow and friendly or neutral objects - blue.



Target designator

Acquisition of a target by Whirlwind



At the top center position there is a navigation scale. It shows your flight direction relative to the northerly direction as well as the direction to the next waypoint so that you can navigate easier.



Whirlwind missile has acquired the target

Weapons sight without target acquisition function



Weapons sight, acquisition of a target by N-8 missile

Weapons sight, accuisition of a target by N-8 missile and automatic



5.5 Altimeter scale

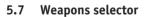
At the right middle position there is an altimeter scale showing in meters the altitude of your aircraft above the terrain. There are yellow and red zones on this scale. When you are in the yellow zone, the probability of flight into terrain is much greater. We don't recommend to fly in the red



5.6 Damage indicator

At the left bottom position there is a damage indicator. Initially it is green indicating 100% health. If you aircraft was damaged by enemy fire this value is reduced depending on how much damage it received. Yellow color of

the indicator means that the aircraft health value is less then 30%, red - less then 10%.



At the lower left position there is a weapons selector, showing the type of selected missiles and how many of these missiles are left. Your helicopter is armed with two types of missiles - a "Whirlwind" anti-tank quided missile and "N-8" unquided missile. The selected missile is illuminated and there is a number next to the missile symbol showing how many of these missiles you have.

5.8 Target designator

If you select a target within visual range, a target designator appears on the screen showing this target location, distance to it in meters and its type.

If your current weapon is a self-homing missile ("Whirlwind" anti-tank guided missile) and you select a target, a target acquisition system is activated accompanied by a peculiar sound signal.

Once the target is captured, the sound stops and the designator display changes to the following form:

5.9 Weapon sight

In the middle of the screen, there is a weapon sight. The sight shows the point your weapon systems are aimed at. In other words if you shoot, your projectiles will hit exactly that point.

If your target is within the target acquisition cone of an unquided missile ("N-8"), the form of the weapons sight changes to this:

If your target is within the target acquisition cone of C-8 missiles and the target acquisition cone of your automatic cannon, the weapons sight looks like this:

5.10 Helicopter

A third person view is used in helicopter control. You can always see your machine on the screen.



6 CONTROLS

The helicopter is controlled using either mouse and keyboard or joystick and keyboard, depending on what control device you have selected (see 4.1.2).

Our recommendation is to use mouse-and-keyboard control. We tried to approximate the mouse-and-keyboard control as close to that of the first-person shooters as we could.

6.1 Mouse

Use the mouse to change your flight direction in vertical and horizontal planes.

Button Acti	ion
Left	
WheelMissile type toggli	

6.2 Joystick

You can control your helicopter using a joystick. This joystick must be set up in your system. You can switch control to joystick in the Control Settings menu.

6.3 Keyboard

There are two default keyboard control options, but if you want, you can customize keyboard control in the Settings menu.

6.3.1 WASD keys option

0.5.1 WASD Keys option
Key Action
W Forward S Back A Left D Right E Up Q Down SPACEBAR Missile launch
Shift
6.3.2 Arrow keys option
Key Action
UP ARROW Forward DOWN ARROW Back LEFT ARROW Left RIGHT ARROW Right SHIFT Up CTRL Down ENTER Missile launch INSERT Select next target
6.3.3 Additional commands
Key Action
NShow current waypoint. A second press switches you to the next waypoint. UShow/clear instruments. TShow/clear current target window. [Scale up map]Scale down map F4Switch camera view. The views are switched in the following sequence: game view - tracking camera - front view - left side view - right side view - game view. F5Return to main camera view (game view). F6Switch to full-screen current target window mode.
VChange color of instruments.











7 Шном то гіснт



<u>7.</u>



fz Flak 43 L/60

7.3 German mobile command and control center



7.4 German armored vehicle Sd.Kfz 222

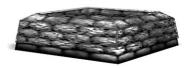


7.5 German mobile anti-aircraft artillery unit Pz.Sd.Kfz 6/2

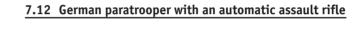


7.6 German fixed anti-aircraft artillery unit Flak





7.8





7.9

7.10 German blockhouse with a portable rocket launcher or machine gun.

Caution: Red Shark's radar may fail to detect this object.



WHOM TO SUPPORT











YOUR HELICOPTER WEAPON SYSTEMS

8 WHOM TO SUPPORT

8.1 Soviet tank



8.2 Soviet truck



8.3 Soviet Katyusha multiple rocket launcher



8.4 Soviet army tent

HINTS AND TIPS

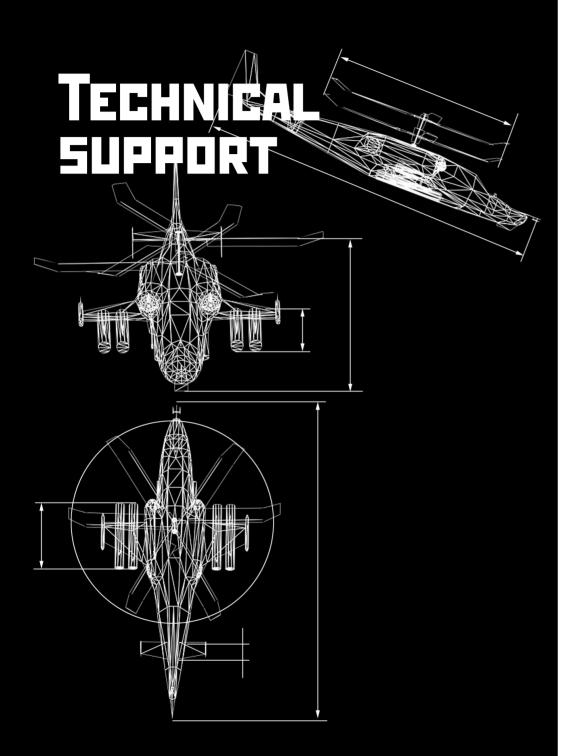


9 YOUR HELICOPTER WEAPON 5YSTEMS

9.1 Whirlwind anti-tank guided missiles (ATGM)

9.2 C-8 unguided missiles (UM)

9.3 30 mm automatic cannon



10 HINTS AND TIPS

If you seem to be unable to accomplish a mission, remember that not every mission can be implemented using the same unsophisticated tactics. Some missions require precise understanding of the situation and some exercise of intelligence. Read very carefully this mission description. If you are still unable to implement it, try to do it on a lower difficulty level. You can change mission difficulty in the Game settings.

Don't ever fly straight in one direction, especially don't stay immobile under enemy fire - it's almost a certain death. It is always much easier to hit a fixed target or the one moving in one direction with a uniform speed. So do not stay in one place - move and maneuver all the time and thus confuse the enemy!

Guided missiles are a powerful weapon but their supply is limited. Sometimes your very survival depends on them, so use them very sparingly and try to act in accordance with the following rule: unguided missiles for fixed targets, guided - for moving ones.

Your helicopter is equipped with an advanced radar system, but it would be a sad mistake to think that you can rely on it wholly even to the exclusion of your vision. Look sharp and be prepared for surprises!



11 TECHNICAL SUPPORT

12 TROUBLESHOOTING

Frame rate is too low

- Make sure no other applications are running. Other programs may use a lot of system resources, thereby decreasing performance of the game.
- Make sure that your computer system meets minimum system requirements or, even better, recommended requirements.
- Make sure that all the latest video drivers recommended in Readme file are set up.
- Set forest rendering details to minimum. High level of details requires more system resources.
- Set terrain rendering quality to minimum. High terrain rendering quality requires more system resources.
- When playing, switch off the target window function ("T' key). This window increases demand for system resources.

There are problems during video playback

- Make sure no other applications are running. Other programs may use a lot of system resources causing problems during video playback.
- When you choose Standard or Minimum installation options or do not select Video in the Custom installation, the video clips are played from the compact disk. On slow systems this can cause glitches. Make sure there is enough space on your hard disk for video clips, then reinstall the game using Custom installation and don't forget to put a check mark against Video.

There are problems during music playback.

 Make sure no other applications are running. Other programs may use a lot of system resources causing problems during music playback. When you choose Standard or Minimum installation options or do not select Music in the Custom installation, the music files are played from the compact disk. On slow systems this can cause glitches. Make sure there is enough space on your hard disk for music file, then reinstall the game using Custom installation and don't forget to put a check mark against Music.

The picture is too dark.

 Use the Brightness slider in the Video Settings menu to adjust brightness.

I am unable to install the game.

 Carefully follow the instructions given in Install / Uninstall section.

I can't switch control to joystick, eventhough it is connected to the computer.

1. Make sure the joystick is set up in your system.

When I try to start the game a message appears "Please insert the Red Shark disc and try again".

1. Check that the Red Shark disc is in your CD-ROM.

If you carefully read the Troubleshooting section and have not found a solution to your particular problem, or if you accurately and fully implemented all the recommendations listed for your problem but it still persists, contact Buka's technical support service.



13 CREDITS

In this section are listed people who are responsible for all the mistakes, flaws and other defects found in this game.

"G5 Software"

Project lead:

Vlad Suglobov Alik Tabunov

Programming:

Alik Tabunov Vlad Suglobov

$\ \, \textbf{AI programming:} \\$

Sergey Shoolts

Artwork:

Max Ryumin Alexey Tomin

Missions:

[GU]JumpinLikeMad Sergey Shoolts Vlad Suglobov Alik Tabunov

Graphic layout:

Kolya Zebrov

Special thanks for moral support $% \label{eq:special} % \begin{center} \end{center} % \begin{c$

to:

Alexander Koloskov Petr Vochozka Lukas Kure

Testing:

Alexey Tomin

Alexander Kramarenko

"Buka Entertainment"

Producer:

Nikolay Sitnikov

QA manager:

Alexander "Pachok" Pak

Assistant producer:

Yaroslav "H3LL" Astakhov

Marketing manager:

Maxim "Shivah" Mikhalev

PR:

Marina Beloborodova

Foreign PR:

Roman Gadas

Graphic layout:

Sanan Oushanov (sanan@buka.ru)

Lead tester:

Vyacheslav "TheGreat" Alpatov

Testers:

Alexander "Shurickk" Kuchkin

Pavel "Lovemaker" Dolotov

Dmitry "Rebel" Birukov

Alexey "Telepuzic" Korostelev

Maxim "Makc666" Solomatin

Danila "Ther0" Lyalenko

Alexey "Alex_k" Khoroshev

Timur "Ares god" Egorov

Alexey "Askwales" Vasilyev

Anton "Fess" Salaschenko

Sergey "Jatman" Yankov

Andrey "Kimangel" Karpov

Alexey "LaoPin" Lyapin

Maxim "Maximus" Petukhov

Sergey "Msergey" Morgachev

Andrey "Satech" Sergeyev

Konstantin "ft5" Shevich

Dmitry "Solowey" Anufriev

Nikolay "Vnuks" Chernov

Alexey "WumpuS" Chebotarev

Vladislav "Hex1523" Chelnokov

Vladimir "Infiltrator" Ecorov

Roman "Ynckoff" Yankov

Anton "Templer63" Nikolayev

Dmitry "Dead Morozz" Kokorev

Also

Igor Ustinov

Tatiana Ustinova

Marina Ravun

Alexander Mikhaylov

Maxim Mikhalev

Ekaterina Filippova

Georgiy Vitalyev

Irina Tchareva

Ludmila Sergeyeva

Denis "Denis(ka)" Moiseyenko

Ivan "Black Warrior" Moroz

Ruslan "CyberMan" Shelekhov

Ekaterina Founk

Natalia Dubrovskaya

Sergey Pechenkin

Olga Polkovnikova

Andrey Antonov Elena Antonova

Maxim Alekseyev

Sergey Kapustin Sergey Sivertchev

Vladimir Sivertchev

Vyacheslav Kochetkov

Alexander Elizarov

Vladislav Ustinov

Sergey Sokolov

Evgeny Samsonov

Yuri Alexeyev

Alexander Lukov



14 END USER LICENSE AGREEMENT

PLEASE, READ THE FOLLOWING CAREFULLY!

This is a legal agreement ("Agreement") between you, the end user ("You"), and Buka Entertainment Enterprises ("Buka") with registered office at: 1 Kashirskoje Shosse, Building 2, Moscow, 115230, Russian Federation. This Agreement is part of a package (the "Package") that includes one or more compact discs containing one or more of Buka's software products (hereinafter referred to as the "CD-ROM") and certain electronic and/or written materials (the "Documentation").

BY INSTALLING THE CD-ROM OR USING ANY OF THE SOFT-WARE PROVIDED THEREON, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, FULLY UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU UNDERSTAND THAT WHEN YOU PURCHASE THE PACKAGE FROM AN AUTHORIZED RESELLER OF BUKA, THIS RESELLER (OR ANY OTHER THIRD PARTY) IS NOT AN AGENT OF BUKA AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE ON BEHALF OF BUKA, NOR TO CHANGE ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

If You do not agree to all of the terms of this Agreement, without opening the Package return it to the place of purchase for a full refund. In such case, You cannot use the Package or any part of it.

1. LIMITED LICENSE:

You are entitled to use this CD-ROM and the software products included on this CD-ROM for your own personal, non-commercial purposes, but You may not sell or distribute copies of this CD-ROM or Documentation or any other part of the Package to other parties by any means whatsoever. You

may use one copy of this product on a single terminal connected to a single computer. You may not use it (or any part
of it) via a network or by any other methods on more than
one computer or computer terminal at a time. You acknowledge that Buka is not responsible for the Internet, its continued existence in its present form and whether or not a
government or a governmental agency, either foreign or
domestic, will be controlling, regulating or disband the Net.
You agree not to use this CD-ROM or any of the software on
it in any manner or for any purpose other than its intended
use and/or purpose.

2. OWNERSHIP: COPYRIGHT:

The title to this CD-ROM and Documentation, including ownership of patents, trademarks, copyrights and all other intellectual property and other property rights applicable thereto. shall at all times remain solely and exclusively with Buka and/or its licensors, and You shall not (nor shall You permit any third party to) take any action inconsistent with such title. All components of this package, including CD-ROM, Documentation and other materials are protected by US and other applicable laws and by international treaties. Any rights not expressly granted herein are reserved for Buka and/or its licensors. You agree and understand that You are granted only a LICENSE TO USE the product; nothing herein shall be interpreted as a transfer of ownership to any software or proprietary materials of Buka or its licensors. You may not modify or remove any proprietary rights notices of Buka or any of its licensors.

3. OTHER RESTRICTIONS:

You may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, disseminating, uploading, transmitting, or otherwise distributing the CD-ROM (or any software provided to you as part of this product) or Documentation by any means or in any form, without the prior written consent of Buka. You may not modify, enhance, supplement, create any derivative works from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the code form of any software on this CD-ROM (or of any other software products provided to You) to human readable form, or use parts of this CD-ROM independently of this disc or software products provided to you. You may not (and may not permit any third party) to avoid, circumvent or disable any security mechanism, procedure or protocol, or any

copyright protection provided or included in connection with this Package or this CD-ROM, or any part of it.

4. LIMITED EXPRESS WARRANTY; DISCLAIMER.
Buka warrants that for a period of 90 (ninety) days
("Warranty Period") from the date of purchase of this
product the CD-ROM media under normal use shall be free
from substantial errors or defects that materially interfere
with the operation of this CD-ROM as described in the
Documentation. This limited express warranty applies to the
initial purchaser only.

EXCEPT AS STATED ABOVE, BETHESDA SOFTWORKS MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, DIRECT OR IMPLIED, STATUTORY OR OTHERWISE. ANY AND ALL OTHER DIRECT OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, STATUTORY OR OTHERWISE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

Some jurisdictions do not allow limitations on how long an implied or direct warranty or condition lasts, so the above limitation may not apply to You. This limited express warranty gives You specific legal rights and You may also have other rights which vary from jurisdiction to jurisdiction.

If You believe You have found an error or defect in the acquired CD-ROM that would constitute a breach of the above limited warranty during the Warranty Period, and (i) You are in the Russian Federation, You may contact Buka Customer Service Department in Moscow ((905) 111-54-40, between 10:00 a.m. and 6:00 p.m.) providing your product number, computer model, CPU details, CD-ROM drive model and speed, your operating system as well as sound card and video card models; or (ii) You are outside the Russian Federation, send your original compact disc to Buka Entertainment Enterprises at: 1 Kashirskoje Shosse, Building 2, Moscow, 115230, Russian Federation together with a dated proof of purchase, your product number, a brief description of such error or defect and your address.

If You have a problem resulting from such a manufacturing defect in the compact disc, the sole liability of Buka and Your

exclusive remedy for breach of this limited warranty shall be replacement of this CD-ROM, within a reasonable period of time and without charge, with a disc free from such defects. Any replacement disc shall be warranted for the remainder of the original Warranty Period or 30 (thirty) days, whichever is longer. This limited warranty shall not be applicable and shall be void if the defect in the CD-ROM is found to be the result of abuse, unreasonable use, mistreatment or neglect. Some jurisdictions do not allow the exclusion or limitation of relief, incidental or consequential damages, so the above limitation or exclusion may not apply to You.

5. WARRANTY CARD AND WARRANTY PROTECTION:
To be eligible for warranty protection hereunder, You must fill out and mail in the Warranty Registration Card included in the Package within 30 (thirty) days of purchase. Failure to send in Your Warranty Registration Card within 30 (thirty) days of purchase shall result in the loss of Your warranty protection. Warranty protection is available only to You, the original purchaser. In the event of any doubts in this regard, Buka reserves the exclusive right to determine warranty eligibility and appropriate redress, if any.

6. LIMITATION OF LIABILITY:

IN NO EVENT SHALL BUKA BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, EVEN IF BUKA IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE ENTIRE LIABILITY OF BUKA ARISING FROM OR IN ANY WAY RELATED TO THE PACKAGE, THE CD-ROM, OR ANY PART THEREOF, OR THIS AGREEMENT, EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE PACKAGE.

Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect or exemplary damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to You.

7. TERMINATION:

This Agreement is effective until terminated. It shall terminate automatically without notice if You fail to comply with any provision of this Agreement. Upon termination You shall cease

using all software provided to You hereunder, and destroy the CD-ROM and the Documentation, and all copies of any parts thereof.

8. GENERAL:

This Agreement constitutes the entire understanding between Buka and You with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by Buka and You. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become a part of this Agreement unless specifically accepted by Buka in writing. You shall be responsible for and shall pay, as well as reimburse Buka on request if it is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on Buka net income), as well as any assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package. This Agreement and any and all rights provided to You in connection with the Package shall automatically terminate, without the requirement of any further action by Buka, upon breach of any of the terms herein. Upon termination, You must immediately cease use of the CD-ROM (including all software) and all other parts of the Package. No waiver of Buka rights shall be effective unless made in writing and signed by a duly authorized representative of Buka. You understand that the CD-ROM (or software thereon) may contain confidential information and/or trade secrets of Buka. You agree to protect and keep such information and trade secrets in strict confidence, and not use or disclose them without an express authorization from Buka.

All disclaimers of warranty and Sections 2, 3, 5, 6, 7, 8, 9, and 11 shall survive any termination of this Agreement. If any provision of this Agreement is held to be invalid, it shall be deemed severed from this Agreement, and deemed replaced with a substitute provision that retains to the maximum extent possible, the effect, scope and economic benefit of the severed provision consistent with the applicable laws. All other provisions shall continue in full force and effect.

All notices and claims to Buka hereunder shall be in writing and shall be delivered in person or by mail at the address set forth in this Agreement (or at such other addresses as may be designated by Buka from time to time by written notice), attn: Vice President, legal. All notices or claims sent in by mail shall be by certified or registered mail, return receipt requested, or by nationally/internationally recognized express courier, and shall be deemed delivered upon their receipt.

9. EXPORT AND IMPORT COMPLIANCE:

In the event You export the CD-ROM or the Documentation or any other part of the Package from the country in which You first acquired it, You assume the responsibility for compliance with all applicable export and re-export regulations as the case may be.

10. SUPPORT SERVICES.

Product support services, if any, provided by Buka shall be subject to the terms of this Agreement and Buka's current product support policies. Buka provides all product support services on the "AS IS" basis.

11. GOVERNING LAW; ARBITRATION

This Agreement shall be governed by, and for any arbitration hereunder shall apply, the laws of the Russian Federation, excluding: (a) its Conflict of Laws principles: (b) the United Nations Convention on Contracts for International Sale of Goods; (c) the 1974 Convention on the Limitation Period in International Sale of Goods: and (d) the Protocol amending the 1974 Convention, adopted in Vienna on April 11, 1980. Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, application or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by 3 (three) arbitrators, one appointed by Buka, another appointed by You and the third nominated by the two arbitrators so selected. The arbitration shall be conducted in Russian and in accordance with the then-current commercial arbitration rules of the RF. The arbitration, including the final judgement, shall take place in Moscow, Russian Federation, and shall be the exclusive forum for resolving such a dispute, controversy or claim. The decision of the arbitrators shall be binding to both parties and the arbitration expenses (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court having competent jurisdiction. Notwithstanding anything contained in this Paragraph to the contrary, Buka shall have the right to initiate judicial proceed-

ings against You or anyone acting by, through or under You, in order to enforce Buka's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.